

**DEED OF EASEMENT
SANITARY SEWER**

THIS DEED OF EASEMENT, made this ____ day of _____, 200__,
by, _____, _____ (“**Grantor**”), and the Mayor and
Council of Brunswick, a municipal corporation of the State of Maryland (“**Grantee**”).

WITNESSETH: That for and in consideration of the sum of _____ Dollars
(\$0.00) and other good and valuable consideration, the receipt of which is hereby
acknowledged, the said Grantor does hereby grant and convey onto the Mayor and
Council of Brunswick and its successors and assigns, the following described perpetual
easement for the purposes of constructing, installing, maintaining, replacing, altering and
operating a sanitary sewer line or lines, service pipes, manholes, valves and accessory
equipment (all hereinafter called “Equipment”) through and across the real estate located
in Brunswick Election District, Frederick County, Maryland, as described on **Exhibit**
“A” and “B” attached hereto and made a part hereof, being part of the land which was
conveyed by _____ by deed dated _____,
200__ and recorded among the Land Records of Frederick County, Maryland in Liber
_____ at Folio _____.

The Grantor and Grantee, for themselves, their successors and assigns, hereby
covenant and agree as follows:

A. The sewer line(s) and all Equipment shall be and remain the property of
the Grantee.

B. The Grantee, and its agents, shall have the right of ingress and egress to
and from the aforesaid easement area(s), on and across the above-described land of the
Grantor, provided however, that the Grantee shall use existing roadways where possible
and shall minimize damage to growing crops, planted or cultivated fields, streams, lawns,
pastures, curbs, gutter, pavement, and structures.

C. The Grantee shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in the easement area(s) deemed by Grantee to interfere with the proper and efficient use of the easement(s) for the purposes herein named; provided, however, that the Grantee, at its own expense, shall restore, as nearly as possible, the Grantor's property to its original condition, including the backfilling of trenches, the replacement of fences, curbing and gutter, resurfacing of roadways, and reseeding of lawns and pasture areas disturbed during the original construction or future maintenance, but not the replacement of structures, trees or other obstructions. These provisions regarding the restoration, replacement and reseeding shall be applicable not only during original construction, but also during future maintenance, replacement or removal of any sewer line(s) or Equipment related thereto.

D. The sanitary sewer line(s) shall be installed below cultivation, and the Grantor reserves the right to construct and maintain roadways over the easement(s) and to make any use of the easement(s) herein granted which is not deemed to be inconsistent with the rights herein conveyed, or with the use of the easement(s) by the Grantee for the purposes named herein. Among other uses deemed to be inconsistent with the use of the easement(s), the Grantor shall not, within the easement area(s), erect any building or other structure, make a fill which will result in more than twelve (12) feet ground cover over an existing or proposed sewer line, excavate to an extent which will result in ground cover of less than four (4) feet over an existing or proposed sewer line, or inundate the land with water.

E. The Grantor warrants specially said easement(s) and will execute such further assurances thereof as the Grantee may request.

F. The Grantor covenants and agrees that all parties having an interest in the property which is subject to this Deed of Easement have executed this document and agree to the terms hereof.

WITNESS the hands and seals of the parties on the date and year first above written:

WITNESS:

By: _____ (SEAL)

WITNESS:

MAYOR AND COUNCIL OF BRUNSWICK
a body politic and corporate of the State of
Maryland

By: _____ (SEAL)
Carroll A. Jones, Mayor

STATE OF MARYLAND, COUNTY OF _____, TO WIT:

I HEREBY CERTIFY that on this _____ day of _____, 200____, before me, the Subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____, _____ of _____, and (s)he did acknowledge the foregoing instrument to be the act and deed of _____, and that (s)he is duly authorized to make this acknowledgment on its behalf.

WITNESS my hand and Notarial Seal.

My Commission Expires: _____

NOTARY PUBLIC

STATE OF MARYLAND, COUNTY OF _____, TO WIT:

I HEREBY CERTIFY that on this _____ day of _____, 200____, before me, the Subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Carroll A. Jones, Mayor of the City of Brunswick, a body politic and corporate of the State of Maryland, and acknowledged the foregoing instrument to be the act of said body politic and corporate; and at the same time, he made oath in due form of law that he is the Mayor of said body politic and corporate and is duly authorized to make this acknowledgement on its behalf.

WITNESS my hand and Notarial Seal.

My Commission Expires: _____

NOTARY PUBLIC

CERTIFICATION

This instrument has been prepared under the supervision of the undersigned, an Attorney duly admitted to practice before the Court of Appeals of Maryland.

, Attorney

EXHIBIT "A"
EASEMENT DESCRIPTION

EXHIBIT "B"
EASEMENT PLAT